

RESOLUTION 106 of 2022

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,
NEW YORK, APPROVING AN INTER-MUNICIPAL AGREEMENT BETWEEN
THE TOWN OF ULSTER AND CITY OF KINGSTON POLICE DEPARTMENTS
FOR SHARED POLICE SERVICES**

Sponsored By: Laws and Rules Committee: Alderman:
Worthington, Hill, Frankel, Scott-Childress,
Olivieri

WHEREAS, a request has been made to approve an inter-municipal agreement between the Town of Ulster and City of Kingston Police Departments for shared police services.

**NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF
THE CITY OF KINGSTON, NEW YORK AS FOLLOWS:**

SECTION 1. That the Common Council of the City of Kingston hereby the inter-municipal agreement between the Town of Ulster and City of Kingston Police Departments for shared police services as attached hereto and authorizes the Mayor of the City of Kingston to execute same.

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this _____ day of
_____ day of
_____, 2022

Approved by the Mayor this
_____, 2022

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2022

**LAWS & RULES
COMMITTEE REPORT**

DEPARTMENT: Laws & Rules

DATE: 4/20/22

Description: Resolution For Inter-Municipal Agreement
Between CoK & Toju for shared police
services

Signature: _____

Motion by RSC

Seconded by BH

Action Required:

SEQRA Decision:

Type I Action

Type II Action

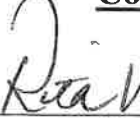
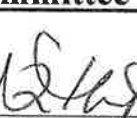
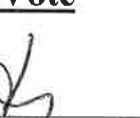


Unlisted Action

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>		<u>YES</u>	<u>NO</u>
	Rita Worthington, Chairperson	✓	
	Barbara Hill, Ward 1	✓	
	Carl Frankel, Ward 2	✓	
	Rennie Scott-Childress, Ward 3	✓	
	Michael Olivieri, Ward 7	✓	

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L+R

CITY OF KINGSTON

Police Department

police@kingston-ny.gov

Egidio F. Tinti, Chief of Police



Steven T. Noble, Mayor

December 10, 2021

Honorable Andrea Shaut
Alderman-at-Large
420 Broadway
Kingston, NY 12401

Dear Ms. Shaut,

I am respectfully requesting that you refer the accompanying inter-municipal agreement to the appropriate committee for their review.

The agreement is between the Town of Ulster and the City of Kingston police departments for shared police services.

Thank you for your time and consideration in this matter. If you or your committee needs additional information, please do not hesitate to contact me.

Sincerely,

Egidio Tinti
Chief of Police
City of Kingston Police Department

EFT

Enclosure

Cc: Honorable Steven T. Noble
Mayor, City of Kingston

INTERMUNICIPAL AGREEMENT POLICE SERVICES

This agreement is made this 2nd day of December, 2021, between the Town of Ulster, a municipal corporation with its principal place of business at 1 Town Hall Drive, Lake Katrine, NY 12449, and the City of Kingston, a municipal corporation with its principle place of business at the Kingston City Hall, 420 Broadway, Kingston, NY 12401.

RECITALS

WHEREAS, Section 119-0 of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, the General Municipal Law further provides that municipal corporations that enter into such agreements for a joint service may extend the appropriate territorial jurisdiction of the participants necessary to fulfill such service, and personnel assigned to a joint service shall possess the same powers, duties, immunities, and privileges they would ordinarily possess if they performed them in the area where they are employed; and

WHEREAS, the Town of Ulster's geographical borders surround the City of Kingston on three (3) sides, and both municipal corporations are located within the County of Ulster, and both municipal corporations employ their own police departments which currently provide police services exclusively to their own respective jurisdictions; and

WHEREAS, the parties have determined that it is in the best interests of the respective communities and of mutual advantage to enter into this Agreement for the provision of inter-agency law enforcement services on a day-to-day basis or for specialized assignments;

NOW THEREFORE, pursuant to the above considerations and the covenants and mutual benefits herein expressed, the parties agree as follows:

ARTICLE ONE Purpose of the Agreement

The purpose of this Agreement is to:

1. Formalize the relationship between the City of Kingston Police Department and the Town of Ulster Police Department and enhance and define the scope of the inter-agency cooperation;
2. Eliminate the need to follow the formal procedure set forth in GML § 209-m to request assistance from the other party in the form of personnel and or equipment;
3. Provide for more efficient utilization of law enforcement resources and services;
4. Provide for enhanced effectiveness of response to requests to handle and resolve law enforcement intervention situations;

5. To ensure an adequate number of trained and equipped law enforcement officers to handle and resolve emergency, disaster, and violent situations; as well as routine law enforcement services which cannot be met with the resources of one of the parties to this Agreement; and
6. Provide for the development of joint policies, procedures and use of training exercises or programs where skills, knowledge, procedures and expertise are shared with each other's department and personnel.
7. Provide for the possibility of obtaining and maintaining shared equipment.

ARTICLE TWO Scope of Agreement

Inter-jurisdictional law enforcement service and assistance (mutual aid) may be provided among the parties during those times of both:

1. Emergency, and
 2. Routine law enforcement work of a non-emergency nature to fulfill a mutual aid request.
- Examples of this type of situation would include but not be limited to:
- Temporary assignment of law enforcement officers and/or equipment of one party to the other for patrol purposes and response to calls for service where the police officers and/or equipment of the party requesting assistance may be unavailable due to prior calls for service;
 - Response of officer(s) of one party into the other parties' jurisdiction to provide backup for police officers on or responding to calls which would require a two officer response and only one officer of the requesting party is available;
 - Conducting joint investigations, tactical incident responses and executions of warrants;
 - Conducting joint training and development of policies and procedures. With the goal of the latter function to pursue joint accreditation or certification;
 - Development of policies and procedures for multiple agency teams. In the case of a joint tactical team, rules and regulations shall be established providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency; and
 - Sharing of personnel, equipment and facilities.

It is not the intent of this Agreement to circumvent any collective bargaining agreements in place within either jurisdiction in regards to staffing and payment of overtime to cover shift shortages. Rather it is the intent of this Agreement to maximize the effectiveness, efficiency and safety of the police officers of both parties while working their pre-scheduled shift.

ARTICLE THREE

Power and Authorization

Each party authorizes the police officers working at the time mutual aid is needed to request temporary assistance from the other party. This request should come from a supervisor of the requesting agency at the time, whenever possible. Any request for assistance that is pre-planned and/or will be of longer duration (i.e. training, large scale pre-planned events) should come through the respective Police Chief, or his designee. The judgment of the officer authorized under this Agreement of each municipality rendering aid as to the amount of personnel, supplies and equipment available shall be final.

1. The obligation to render mutual aid is strictly voluntary in nature. It does not place either party under any obligation to respond to a request for mutual aid or assistance of the other party that it is unable or unwilling to honor. Such law enforcement aid may be provided on an actual or standby basis.
2. Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.
3. Pursuant to GML Sections § 119-n(c) and § 119-o, police officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest. Specifically, police officers of the City of Kingston Police Department and Town of Ulster Police Department shall have the same powers as do the police officers of either jurisdiction, when acting pursuant to this Agreement.

ARTICLE FOUR

Control of Personnel and Equipment

The officer in charge of the requesting party shall be in command of the operation(s) under which the equipment and personnel sent by the responding party shall serve; provided that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding party, if more than one officer responds.

Further, each party authorizes the respective Police Chief, or his designee, to prearrange training exercises and programs, as well as temporary assignment of police officers and/or equipment to another law enforcement agency for training, response or investigatory purposes.

ARTICLE FIVE

Compensation and Expenses

All individuals shall retain all of their pension, disability, contractual and compensation rights (including workers' compensation and GML § 207-C benefits) while performing duties in accordance with this Agreement. All salaries, legal and contractual benefits, and other personnel costs together with equipment and supply costs will be the responsibility of the respective local government employing the officer.

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding party's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, GML § 207-C benefits, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement. The terms of this provision may be altered if agreed to separately by the parties Police Chief and respective municipal board.

ARTICLE SIX Liability and Indemnification

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

The party requesting assistance and/or mutual aid pursuant to the terms of this agreement shall assume the defense of, fully indemnify and hold harmless, the responding party, its officers and employees, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from the responding party's work during the specified mutual aid or assistance situation. The scope of the requesting party's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the requesting party, or faulty workmanship or other negligent acts, errors, or omissions by the requesting party's or the responding party's personnel.

ARTICLE SEVEN Rules and Regulations

The Police Chiefs of the local governments shall establish uniform rules and regulations for requesting and rendering mutual aid as necessary and appropriate to implement this Agreement. Vehicles, firearms, equipment and apparatus furnished in or for mutual aid shall be operated by personnel trained in the proper use of same.

It is understood that under no circumstance will privately owned vehicles or equipment be utilized in providing mutual aid unless commandeered or authorized by the commanding officer of the local government receiving aid, with the exception of individual officer equipment that is authorized by the employing agency.

ARTICLE EIGHT

Cooperation and Line of Duty Death or Injury

In the event a mutual aid or assistance situation results in an officer-involved shooting, accidental injury or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

The Police Chiefs will fully communicate, consult and cooperate with each other to insure that a thorough, efficient and effective investigation or review is conducted and that unnecessary duplication is avoided. The results of such investigation shall be shared with each local government.

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this Agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

ARTICLE NINE

Administration

It is the intention of the participants that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies or an appointee of the governing bodies hereto acting as a joint board.

No real or personal property shall be acquired by the participants because of this Agreement.

Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.

ARTICLE TEN
Compliance with Laws

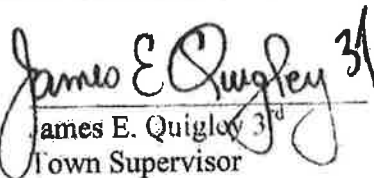
Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

ARTICLE ELEVEN
Approval, Duration and Termination

1. This Agreement shall not be effective until approved by a majority vote, as required by section 119-0 of the General Municipal Law, of the governing body of each party.
2. This agreement may be changed, modified or amended by written agreement of the participants, subject to the requirements of paragraph 1 of this Article.
3. This agreement shall terminate on December 31, 2022. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 2023. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty days written notice of its intent to withdraw from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year below written.

TOWN OF ULSTER

By:  31
James E. Quigley 3rd
Town Supervisor

CITY OF KINGSTON

By: _____
Steven T. Noble
Mayor